

DECISION



**THE COMPTROLLER GENERAL
OF THE UNITED STATES**
WASHINGTON, D.C. 20548

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FILE: B-216592

DATE: June 5, 1985

MATTER OF: Unico, Inc.

DIGEST:

A protester has not carried its burden of proof when the only evidence in the record regarding issues of fact is conflicting statements between the protester and the contracting agency.

Unico, Inc. (Unico), protests the award of a contract for word processing equipment by the United States Department of Agriculture, Soil Conservation Service (SCS), to the IBM Corporation (IBM) under its ADP schedule contract with the General Services Administration (GSA). Unico alleges it was denied an opportunity to demonstrate equipment that could perform the required functions at a lower cost.

The protest is denied.

On July 19, 1984, a notice of intent to purchase word processing equipment from IBM under its GSA schedule contract appeared in the Commerce Business Daily. The notice invited firms to "identify their interest and capability to respond to the requirements or to submit proposals in response to this notice."

Responding to the notice, Unico met with the contracting officer on August 16. Unico argues that at this meeting, the contracting officer informed Unico that pricing data on specific equipment was not required at that time, but he invited Unico to demonstrate its equipment at a later date. Unico further contends that after the meeting, it gave the agency representative a GSA schedule price list for Compucorp, for whom Unico is a registered dealer. The gist of Unico's protest is that it offered to give SCS specific pricing information. This was refused in lieu of a future demonstration. However, the contract was awarded before the demonstration occurred. By not allowing it to provide pricing information, Unico argues that SCS made the award arbitrarily.

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There is a dispute in the record as to what occurred at this meeting. SCS maintains that it requested technical and cost information for the specific hardware and software items it needed. In addition, SCS says its contracting officer told the Unico representative that an equipment demonstration was not necessary. Despite its request, SCS contends that no information was provided by Unico regarding the particular types of equipment that would meet SCS's requirements.

It is well established that the protester has the burden of proving its case. International Alliance of Sports Officials, B-211755, Jan 25, 1984, 84-1 C.P.D. ¶ 117. Here, the record indicates that the parties have conflicting views about what occurred during the meeting between their respective representatives. The protester contends that the agency rejected its offer of specific information, and SCS says it requested this data and Unico failed to provide it, but insisted upon a demonstration. When the only evidence on an issue of fact is a protester's statement that conflicts with that of contracting officials, the protester has not carried its burden of proof. Printer Systems Corp., B-213978, May 22, 1984, 84-1 C.P.D. ¶ 546.

Nevertheless, the parties agree that Unico gave the contracting officer a recent GSA schedule contract, along with other information the agency used to make its award determination. The schedule, however, is not designed to provide the specific technical and cost information the agency requested. It simply provides general information about Compucorp equipment. It does not contain sufficient information for the agency to make an accurate determination of the acceptability of Unico's products. For example, it lacks information concerning Unico's ability to furnish the specific equipment and services required and whether this equipment will be compatible with existing systems. Despite the lack of specific information, the contracting officer reviewed and evaluated the information in the schedule contract before awarding the contract to IBM. In light of these circumstances, we find the agency's decision reasonable.

We deny the protest.

for *Seymour Efron*
Harry R. Van Cleve
General Counsel

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